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7 Attorneys for Defendant  
8 Fairwinds Estate Winery, LLC

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 Andres Gomez,

12 Plaintiff,

13 v.

14 Fairwinds Estate Winery, LLC,

15 Defendant.

Case No. 4:22-cv-00032-JST

**Defendant's Motion to Dismiss;  
Declaration of Brandon R. Chaney**

Honorable Jon S. Tigar

Hearing Date:  
Thursday 2:00 p.m., 08/04/2022

1 I, Brandon R. Chaney, declare:

2 1. I make this declaration based upon my personal knowledge.

3 2. I am the Proprietor & CEO of Fairwinds Estate Winery, located in Calistoga,  
4 Napa Valley, and familiar with its business and operations at all times relevant  
5 to this declaration and the complaint in this action.

6 3. Fairwinds Estate Winery's operations have included growing grapes, wine  
7 production, and wholesale and direct wine sales.

8 4. Plaintiff named "Fairwinds Estate Winery, LLC," as the Defendant in this action.  
9 However, "Fairwinds Estate, LLC" is the name of the entity that operates the  
10 winery and holds the winery license.

11 5. In September 2020, Fairwinds Winery was destroyed in the September 2020  
12 Glass Fire. The damage to Fairwinds and other wineries in the area was widely  
13 reported. The tasting room was damaged and winery buildings were destroyed.  
14 As a result, Fairwinds Estate Winery was not open for business to the general  
15 public in 2021. The winery ceased wine shipments to club members and is still  
16 recovering.

17 6. During 2021, the public could not use the Fairwinds website to plan a visit,  
18 schedule a tour, or order wine for pick-up at the property. In 2021, the winery  
19 did not provide general public access; did not operate as a restaurant, bar, or  
20 other establishment serving food or drink; did not provide for public sales on  
21 site; did not provide lodging; and did not provide exhibitions, entertainment, or  
22 a place of public gathering. In sum, Fairwinds was not a place of public  
23 accommodation during 2021.

24 7. Information regarding the fire was available on the website in 2021, and I  
25 understand that information could be obtained using software that reads the  
26 website.

27 8. Earlier this year in 2022, prior to when Fairwinds was served with the  
28 Complaint in this action, Fairwinds updated its website. Fairwinds directed its

1 web designer to review the website to determine if it is accessible. Third party  
2 reviews have indicated to Fairwinds that the website is accessible and does not  
3 contain barriers to use by a person with a visual disability. Accordingly, the  
4 website is substantially different from the website allegedly visited by Plaintiff  
5 and any alleged barriers he encountered no longer exist.

6 9. Fairwinds has no record of Plaintiff contacting Fairwinds prior to the filing of  
7 this law suit. Fairwinds has no record of Plaintiff attempting to visit Fairwinds  
8 Winery or otherwise use any goods or services of Fairwinds.

9 I declare under penalty of perjury under the laws of the United States of America  
10 that the foregoing is true and correct.

11  
12 Executed on: 5/16/2022

/s/Brandon R. Chaney

13 Brandon R. Chaney  
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